

Mississippi Power Company
2992 West Beach Boulevard
Post Office Box 4079
Gulfport, Mississippi 39501
Telephone 601 864-1211

RECEIVED

Dec 15 9 48 AM '78

I. C. C.
FEE OPERATION BR.



Mississippi Power
the southern electric system

No. **8-349A029**

Date **DEC 14 1978**

Fee \$ **350.00**

ICC Washington, D. C.

December 15, 1978

Re: Mississippi Power Company
ICC Rolling Stock Filing

H.G. Homme, Jr., Esq.
Secretary of the Interstate
Commerce Commission
Room 2215
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

RECORDATION NO. **9809** Filed **1425**

DEC 15 1978-9 50 AM
INTERSTATE COMMERCE COMMISSION

Handwritten notes: A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB

Dear Mr. Homme:

Enclosed herewith for filing with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 20c are two executed and acknowledged counterparts of Mississippi Power Company's Supplemental Indenture dated as of December 1, 1978 and two certified true copies of the Mississippi Power Company Indenture of Mortgage or Deed of Trust dated September 1, 1941, as well as two certified true copies of each Supplemental Indenture thereto.

The parties to the enclosed documents are the following:

Mortgagor: Mississippi Power Company
P.O. Box 4079
Gulfport, Mississippi 39501

Mortgagee: Morgan Guaranty Trust Company
of New York, as Trustee
30 West Broadway
New York, New York 10015

Handwritten notes: *Chapman*, *Quisley*, *Original for 29 Dec 1978*

H.G. Homme, Jr., Esq.

-2-

December 15, 1978

Included in the property described in and covered by the afore-said Supplemental Indenture dated as of December 1, 1978, are 230 Ortner Freight Car Company "Rapid Discharge" coal cars intended for use in connection with interstate commerce, owned by Mississippi Power Company at the date of the Supplemental Indenture mentioned above.

Mississippi Power Company has not previously filed any of the above-mentioned documents with the Interstate Commerce Commission.

Enclosed herewith is a check for \$320 payable to the Commission to cover the filing fee of \$50 for the Mortgage Indenture and \$10 for each Supplemental Indenture thereto.

If any questions should arise concerning this filing, please call the undersigned at (212) 269-8842.

Yours very truly,

MISSISSIPPI POWER COMPANY

By:



William A. Dunlap
Assistant Secretary

Enclosures

Return original documents to:

William A. Dunlap
c/o Southern Company Services, Inc.
One Wall Street
42nd Floor
New York, New York 10005

Interstate Commerce Commission
Washington, D.C. 20423

12/15/78

OFFICE OF THE SECRETARY

William A. Dunlap
c/o Southern Company Services, Inc.
One Wall Street, 42nd Floor
New York, N.Y. 10005

Dear Sir:

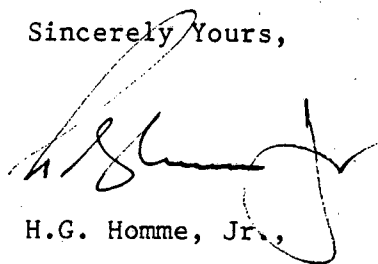
The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,

49 U.S.C. 20(c), on 12/15/78 at 9:50am ,

and assigned recordation number(s) 9909 A,B,C,D,E,F,G,H,I,J,K,L,

M,N,O,P,Q,
R,S,T,U,V,
W,X,Y,Z,
AA,& BB

Sincerely Yours,



H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

7103
ABC
9909-E
RECORDATION NO. Filed 1425

DEC 15 1978-9 50 AM

INTERSTATE COMMERCE COMMISSION

MISSISSIPPI POWER COMPANY

TO

GUARANTY TRUST COMPANY OF NEW YORK,
TRUSTEE.

Supplemental Indenture


providing among other things for
FIRST MORTGAGE BONDS
3% Series due 1979

Dated as of April 1, 1949

This is to certify that the following is a true copy
of the original instrument on file with the undersigned.

MORCAN GUARANTY TRUST COMPANY
OF NEW YORK

By


Assistant Trust Officer

SUPPLEMENTAL INDENTURE, dated as of April 1, 1949, made and entered into by and between MISSISSIPPI POWER COMPANY, a corporation organized and existing under the laws of the State of Maine (hereinafter commonly referred to as the "Company") and GUARANTY TRUST COMPANY OF NEW YORK, a corporation organized and existing under the laws of the State of New York, with its principal office in the Borough of Manhattan, The City of New York (hereinafter commonly referred to as the "Trustee"), as Trustee under the Indenture dated as of September 1, 1941 between the Company and Guaranty Trust Company of New York, as Trustee, securing bonds issued and to be issued as provided therein (hereinafter sometimes referred to as the "Indenture"),

WHEREAS the Company and the Trustee have executed and delivered the Indenture for the purpose of securing an issue of bonds of the 1971 Series described therein and such additional bonds as may from time to time be issued under and in accordance with the terms of the Indenture, the aggregate principal amount of bonds to be secured thereby being not limited, and the Indenture fully describes and sets forth the property conveyed thereby and is of record in the Office of the Clerk of the Chancery Court of each county in the State of Mississippi in which this Supplemental Indenture is to be recorded and is on file at the principal office of the Trustee, above referred to; and

WHEREAS the Company and the Trustee have executed and delivered Supplemental Indentures dated as of September 1, 1946, August 1, 1947 and April 1, 1948 for the purpose, among others, of further securing said bonds, which Supplemental Indentures describe and set forth additional property conveyed thereby and are also of record in the Offices of the Clerks of the Chancery Courts of some or all of the counties in the State of Mississippi in which this Supplemental Indenture is to be recorded and are on file at the principal office of the Trustee, above referred to; and

WHEREAS the Indenture provides for the issuance of bonds thereunder in one or more series and the Company, by appropriate corporate

ALBERT CORALLO
Notary Public, State of New York
No. 43-0758930
Qualified in Richmond County
Certificate Filed in New York County
Commission Expires March 30, 1979

Albert Corallo

action in conformity with the terms of the Indenture, has duly determined to create a series of bonds under the Indenture to be designated as "First Mortgage Bonds, 3% Series due 1979" (hereinafter sometimes referred to as the "bonds of the Fourth Series"), the bonds of which series are to bear interest at the annual rate designated in the title thereof and are to mature April 1, 1979; and

WHEREAS each of the coupon bonds of the Fourth Series is to be substantially in the following form, to-wit:

[FORM OF COUPON BOND OF THE FOURTH SERIES]

MISSISSIPPI POWER COMPANY

FIRST MORTGAGE BOND, 3% SERIES DUE 1979

No.

\$1000

Mississippi Power Company, a Maine corporation (hereinafter called the "Company"), for value received, hereby promises to pay to the bearer or, if this bond is registered as to principal, then to the registered holder hereof, the principal sum of One Thousand Dollars on April 1, 1979, and to pay interest thereon from April 1, 1949, at the rate, until the principal hereof shall have become due and payable, of three per centum per annum, payable on October 1 and April 1 in each year. The installments of such interest falling due on or prior to the maturity of this bond shall be paid only in accordance with and upon presentation and surrender of the annexed coupons as they severally become due. The principal of and the premium, if any, and interest on this bond shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, designated for that purpose, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by an indenture of mortgage or deed of trust dated as of September 1, 1941, and indentures supplemental thereto, given by the Company to Guaranty Trust Company of New York (hereinafter sometimes referred to as the "Trustee"), as Trustee, to which indenture and indentures supple-



mental thereto (hereinafter referred to collectively as the "Indenture") reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights, duties and immunities thereunder of the Trustee and the rights of the holders of said bonds and of the Trustee and of the Company in respect of such security, and the limitations on such rights. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest and in other respects as in the Indenture provided.

Upon notice published at least once in each of four consecutive calendar weeks, upon any day in each such week, the first publication to be at least thirty days and not more than forty-five days prior to the date fixed for redemption, in one daily newspaper printed in the English language and of general circulation in the Borough of Manhattan, The City of New York (provided that publication of such notice shall not be required in case all the bonds to be redeemed are registered bonds without coupons and/or coupon bonds registered as to principal and the Company or the Trustee shall have mailed, by registered mail postage prepaid, notice of redemption not less than thirty nor more than forty-five days prior to the date fixed for redemption to each registered holder of a bond to be redeemed (in whole or in part) at the last address of such holder appearing on the registry books), any or all of the bonds of this series may be redeemed by the Company, at its option, or by operation of various provisions of the Indenture, at any time and from time to time by the payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, together, if redeemed otherwise than by the operation of the sinking fund or the maintenance and replacement provisions of the Indenture and otherwise than by the use of proceeds of released property, as more fully set forth in the Indenture, with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below under the heading "Regular Redemption Premium", and, if redeemed by the operation of the sinking fund or the maintenance and replacement provisions of the Indenture or by the use of proceeds of released property, as more fully set forth in the Indenture, with a premium equal to a percentage of the principal

amount thereof determined as set forth in the tabulation below under the heading "Special Redemption Premium":

Year	Regular Redemption Premium	Special Redemption Premium
	(If redeemed prior to April 1 of the calendar year stated and subse- quent to the last day of March of the calendar year next preceding such year)	
1950.....	4 $\frac{5}{8}$ %	1 $\frac{1}{2}$ %
1951.....	4 $\frac{1}{2}$ %	1 $\frac{1}{2}$ %
1952.....	4 $\frac{3}{8}$ %	1 $\frac{1}{2}$ %
1953.....	4 $\frac{3}{8}$ %	1 $\frac{1}{2}$ %
1954.....	4 $\frac{1}{4}$ %	1 $\frac{1}{2}$ %
1955.....	4 $\frac{1}{8}$ %	1 $\frac{1}{2}$ %
1956.....	4 %	1 $\frac{1}{2}$ %
1957.....	3 $\frac{7}{8}$ %	1 $\frac{1}{2}$ %
1958.....	3 $\frac{3}{4}$ %	1 $\frac{1}{2}$ %
1959.....	3 $\frac{5}{8}$ %	1 $\frac{1}{2}$ %
1960.....	3 $\frac{1}{2}$ %	1 $\frac{1}{2}$ %
1961.....	3 $\frac{3}{8}$ %	$\frac{3}{8}$ %
1962.....	3 $\frac{1}{4}$ %	$\frac{3}{8}$ %
1963.....	3 $\frac{1}{8}$ %	$\frac{3}{8}$ %
1964.....	3 %	$\frac{3}{8}$ %
1965.....	2 $\frac{1}{4}$ %	$\frac{3}{8}$ %
1966.....	2 $\frac{1}{8}$ %	$\frac{3}{8}$ %
1967.....	2 %	$\frac{3}{8}$ %
1968.....	1 $\frac{7}{8}$ %	$\frac{3}{8}$ %
1969.....	1 $\frac{3}{4}$ %	1 $\frac{1}{4}$ %
1970.....	1 $\frac{5}{8}$ %	1 $\frac{1}{4}$ %
1971.....	1 $\frac{1}{2}$ %	1 $\frac{1}{4}$ %
1972.....	1 $\frac{1}{4}$ %	1 $\frac{1}{4}$ %
1973.....	1 $\frac{1}{8}$ %	1 $\frac{1}{4}$ %
1974.....	1 %	1 $\frac{1}{4}$ %
1975.....	$\frac{7}{8}$ %	1 $\frac{1}{8}$ %
1976.....	$\frac{3}{4}$ %	1 $\frac{1}{8}$ %

and without premium in either case if redeemed on or after April 1, 1976.

In case of certain defaults as specified in the Indenture, the principal of this bond may be declared or may become due and payable on the conditions, at the time, in the manner and with the effect provided in the Indenture.

No recourse shall be had for the payment of the principal of or premium, if any, or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture, to or against any incorporator, stockholder, director or officer, past, present or future, as such, of the Company, or of any predecessor or successor company, either directly or through the Company, or such predecessor or successor company, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture.

This bond shall be transferable by delivery unless registered as to principal in the holder's name at the principal office of the Trustee, in the Borough of Manhattan, The City of New York, on registry books to be kept for the purpose at such place, such registration being noted hereon as provided in the Indenture. After such registration no further transfer of this bond shall be valid unless made on said books by the registered holder in person or by attorney duly authorized, and similarly noted hereon; but this bond may be discharged from registry by being in like manner transferred to bearer, whereupon transferability by delivery shall be restored; and this bond may again and from time to time be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the annexed coupons which shall always be transferable by delivery and be payable to bearer. No charge shall be made to the holder hereof for any such registration or discharge from registration, except such amount as may be necessary to cover any stamp tax or other governmental charge. The Company and the Trustee may deem and treat the bearer of this bond, or, if this bond is registered as to principal as herein authorized, the person in whose name the same is registered, and the bearer of any coupon hereto appertaining, as the absolute owner for the purpose of receiving payment and for all other purposes. Coupon bonds and

registered bonds without coupons of this series are interchangeable in the manner and upon the conditions prescribed in the Indenture. Neither this bond nor any interest coupon appertaining hereto shall be valid or become obligatory for any purpose unless and until this bond shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, Mississippi Power Company has caused this bond to be executed in its name by its President or one of its Vice-Presidents, and its corporate seal or a facsimile thereof to be affixed hereto or imprinted hereon and attested by its Secretary or one of its Assistant Secretaries, and has caused the coupons hereto annexed to be authenticated by a facsimile signature of its Treasurer.

Dated: April 1, 1949.

MISSISSIPPI POWER COMPANY,

By.....
Vice-President.

ATTEST:

.....
Assistant Secretary.

AND WHEREAS each coupon to be attached to the coupon bonds of the Fourth Series is to be substantially in the following form, to-wit:

[FORM OF COUPON]

\$15

On the first day of _____, 19____, Mississippi Power Company will pay to bearer, upon the surrender of this coupon, at its office or agency in the Borough of Manhattan, The City of New York, Fifteen Dollars in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, being six months' interest then due on its First Mort-

gage Bond, 3% Series due 1979, No. . This coupon shall be treated as negotiable. It will not be payable if said bond shall have been called for previous redemption and provision duly made for payment of the redemption price thereof.

Treasurer.

AND WHEREAS each of the registered bonds of the Fourth Series is to be substantially in the following form, to-wit:

[FORM OF REGISTERED BOND OF THE FOURTH SERIES]

MISSISSIPPI POWER COMPANY

FIRST MORTGAGE BOND, 3% SERIES DUE 1979

No. ----- \$-----

Mississippi Power Company, a Maine corporation (hereinafter called the "Company"), for value received, hereby promises to pay to ----- or registered assigns, the principal sum of ----- Dollars on April 1, 1979, and to pay to the registered holder hereof interest on said sum from the latest semi-annual interest payment date to which interest has been paid on the bonds of this series preceding the date hereof, unless the date hereof be an interest payment date to which interest is being paid, in which case from the date hereof, or unless the date hereof is prior to October 1, 1949, in which case from April 1, 1949, at the rate, until the principal hereof shall have become due and payable, of three per centum per annum, payable on October 1 and April 1 in each year. The principal of and the premium, if any, and interest on this bond shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, designated for that purpose, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by an indenture

of mortgage or deed of trust dated as of September 1, 1941, and indentures supplemental thereto, given by the Company to Guaranty Trust Company of New York (hereinafter sometimes referred to as the "Trustee"), as Trustee, to which indenture and indentures supplemental thereto (hereinafter referred to collectively as the "Indenture") reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights, duties and immunities thereunder of the Trustee and the rights of the holders of said bonds and of the Trustee and of the Company in respect of such security, and the limitations on such rights. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest and in other respects as in the Indenture provided.

Upon notice published at least once in each of four consecutive calendar weeks, upon any day in each such week, the first publication to be at least thirty days and not more than forty-five days prior to the date fixed for redemption, in one daily newspaper printed in the English language and of general circulation in the Borough of Manhattan, The City of New York (provided that publication of such notice shall not be required in case all the bonds to be redeemed are registered bonds without coupons and/or coupon bonds registered as to principal and the Company or the Trustee shall have mailed, by registered mail postage prepaid, notice of redemption not less than thirty nor more than forty-five days prior to the date fixed for redemption to each registered holder of a bond to be redeemed (in whole or in part) at the last address of such holder appearing on the registry books), any or all of the bonds of this series may be redeemed by the Company, at its option, or by operation of various provisions of the Indenture, at any time and from time to time by the payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, together, if redeemed otherwise than by the operation of the sinking fund or the maintenance and replacement provisions of the Indenture and otherwise than by the use of proceeds of released property, as more fully set forth in the Indenture, with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below under the heading "Regular Redemption Premium", and, if redeemed by the operation of the sinking fund or the maintenance and replacement provisions of the Indenture or by

the use of proceeds of released property, as more fully set forth in the Indenture, with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below under the heading "Special Redemption Premium":

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(If redeemed prior to April 1 of the calendar year stated and subse- quent to the last day of March of the calendar year next preceding such year)		
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1954.....	4 $\frac{1}{4}$ %	1 $\frac{1}{2}$ %
1955.....	4 $\frac{1}{8}$ %	1 $\frac{1}{2}$ %
1956.....	4 %	1 $\frac{1}{2}$ %
1957.....	3 $\frac{7}{8}$ %	1 $\frac{1}{2}$ %
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1971.....	1 $\frac{1}{2}$ %	$\frac{1}{4}$ %
1972.....	1 $\frac{1}{4}$ %	$\frac{1}{4}$ %
1973.....	1 $\frac{1}{8}$ %	$\frac{1}{4}$ %
1974.....	1 %	$\frac{1}{4}$ %
1975.....	$\frac{7}{8}$ %	$\frac{1}{8}$ %
1976.....	$\frac{3}{4}$ %	$\frac{1}{8}$ %

and without premium in either case if redeemed on or after April 1, 1976.

In case of certain defaults as specified in the Indenture, the principal of this bond may be declared or may become due and payable on the conditions, at the time, in the manner and with the effect provided in the Indenture.

No recourse shall be had for the payment of the principal of or premium, if any, or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture, to or against any incorporator, stockholder, director or officer, past, present or future, as such, of the Company, or of any predecessor or successor company, either directly or through the Company, or such predecessor or successor company, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture.

This bond is transferable by the registered holder hereof, in person or by attorney duly authorized, at the principal office of the Trustee, in the Borough of Manhattan, The City of New York, but only in the manner prescribed in the Indenture, upon the surrender and cancellation of this bond and the payment of charges for transfer, and upon any such transfer a new registered bond or bonds, without coupons, of the same series and maturity date and for the same aggregate principal amount, in authorized denominations, will be issued to the transferee in exchange herefor. The Company and the Trustee may deem and treat the person in whose name this bond is registered as the absolute owner for the purpose of receiving payment of or on account of the principal, premium, if any, and interest due hereon and for all other purposes. Coupon bonds and registered bonds without coupons of this series are interchangeable, and registered bonds shall be interchangeable for registered bonds of other authorized denominations having the same aggregate principal amount, in the manner and upon the conditions prescribed in the Indenture. This bond shall not be valid or become obligatory for any purpose unless and until it shall have been

authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, Mississippi Power Company has caused this bond to be executed in its name by its President or one of its Vice-Presidents, and its corporate seal or a facsimile thereof to be affixed hereto or imprinted hereon and attested by its Secretary or one of its Assistant Secretaries.

Dated,

MISSISSIPPI POWER COMPANY,

By.....
Vice-President.

Attest:

.....
Assistant Secretary.

AND WHEREAS, on each of the coupon bonds and on each of the registered bonds of each and every series issued under and secured by the Indenture (whether in temporary or definitive form) there is to be endorsed a certificate of the Trustee substantially in the following form, to-wit:

[FORM OF TRUSTEE'S CERTIFICATE]

TRUSTEE'S CERTIFICATE

This bond is one of the bonds, of the series designated therein, described in the within-mentioned Indenture.

GUARANTY TRUST COMPANY OF NEW YORK,
As Trustee,

By.....
Authorized Officer.

AND WHEREAS, all acts and things necessary to make the bonds, when authenticated by the Trustee and issued as in the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture provided, the valid, binding and legal obligations of the Company, and to constitute the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture valid, binding and legal instruments for the security thereof, have been done and performed, and the creation, execution and delivery of the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture and the creation, execution and issue of bonds subject to the terms hereof and of the Indenture, have in all respects been duly authorized;

Now, THEREFORE, in consideration of the premises, and of the acceptance and purchase by the holders thereof of the bonds issued and to be issued under the Indenture, and of the sum of One Dollar duly paid by the Trustee to the Company, and of other good and valuable considerations, the receipt of which is hereby acknowledged, and for the purpose of securing the due and punctual payment of the principal of and premium, if any, and interest on the bonds now outstanding under the Indenture, or the Indenture as supplemented and amended, and the \$2,000,000 principal amount of bonds of the Fourth Series proposed to be initially issued and all other bonds which shall be issued under the Indenture, or the Indenture as supplemented and amended, and for the purpose of securing the faithful performance and observance of all covenants and conditions therein and in any indenture supplemental thereto set forth, the Company has given, granted, bargained, sold, transferred, assigned, hypothecated, pledged, mortgaged, warranted, aliened and conveyed and by these presents does give, grant, bargain, sell, transfer, assign, hypothecate, pledge, mortgage, warrant, alien and convey unto Guaranty Trust Company of New York, as Trustee, as provided in the Indenture, and its successor or successors in the trust thereby and hereby created and to its or their assigns forever, all the right, title and interest of the Company in and to the following described property located in the State of Mississippi, together (subject to the provisions of Article X of the Indenture) with the tolls, rents, revenues, issues, earnings, income, products and profits thereof:

I

ELECTRIC GENERATING PLANT

- (1) A new Steam Plant site near the City of Meridian in Lauderdale County, described as follows:

All that part of the following described lands lying east of Okatibbee Creek in said county and state, to wit: northeast $\frac{1}{4}$ of northwest $\frac{1}{4}$ and east $\frac{1}{2}$ of Section 10; the south $\frac{1}{2}$ of northwest $\frac{1}{4}$, north $\frac{1}{2}$ of southwest $\frac{1}{4}$ and southwest $\frac{1}{4}$ of southwest $\frac{1}{4}$ of Section 11; the north $\frac{1}{2}$ of northeast $\frac{1}{4}$ of Section 15; all in Township 5, Range 15, Lauderdale County, State of Mississippi.

II

ELECTRIC TRANSMISSION LINES

- (1) The Quitman to Waynesboro Transmission Line, extending from the Company's Substation at or near Quitman in Clarke County, 27 miles more or less to the Company's Substation at or near Waynesboro in Wayne County, with a tap line 6 miles more or less to the Company's Substation at or near Yellow Creek in Wayne County.

- (2) The Newton to Union to Forest to Harpersville Transmission Line, extending from the Company's substation at or near Newton in Newton County, 18 miles more or less to the Company's Substation at or near Union in Newton County and 31 miles more or less to the Company's Substations at or near Forest and Harpersville in Scott County.

- (3) The Bay St. Louis Transmission Substation to Bay St. Louis City Substation Transmission Line, extending from the Company's Transmission Substation at or near Bay St. Louis in Hancock County, 7 miles more or less to the Company's City Substation at or near Bay St. Louis in Hancock County, with a tap line 2 miles more or less to the Company's Substation at or near Waveland in Hancock County.

III

SUBSTATIONS

- (1) The Substation at or near Quitman in Clarke County, known as the Quitman 44/12 KV Substation, located on land, a description of which is set out under III (15) of the Indenture dated as of September 1, 1946.

(2) The Substation at or near Shubuta in Clarke County, known as the Shubuta 44/12 KV Substation, located on land, a description of which is set out under (6) of the Indenture dated as of April 1, 1948.

(3) The Substation at or near Lake in Scott County, known as the Lake 44/12 KV Substation, located on land, a description of which is set out under II (6) of the Indenture dated as of August 1, 1947.

(4) The Substation at or near Moss Point in Jackson County, known as the Moss Point North Area Substation, located on land, on which the Moss Point Transmission Substation is located, a description of which is set out under IV (5) of the Indenture dated as of September 1, 1941.

(5) The Substation at or near Picayune in Pearl River County, known as the Picayune 44/4 KV Substation, located on land, on which the Picayune 44/12 KV Substation is located, a description of which is set out under III (9) of the Indenture dated as of September 1, 1946.

(6) The Substation at or near Hattiesburg in Forrest County, known as the Hattiesburg North Area Substation, located on land, a description of which is set out under (7) of the Indenture dated as of April 1, 1948.

(7) The Substation at or near Lucedale in George County, known as the Lucedale 44/12 KV Substation, located on land described as follows:

Lot 3, Block 16, Hess Re-Survey of the town of Lucedale, land Section 28, Township 1, South, range 6 West, George County, Mississippi.

(8) The Substation at or near Gulfport in Harrison County, known as the Landon 22/12 KV Substation, located on land, on which the Gulfport Transmission Substation is located, a description of which is set out under IV (1) of the Indenture dated as of September 1, 1941.

(9) The Substation at or near Derby in Pearl River County, known as the Derby 44/12 KV Substation, located on land, a description of which is set out under (8) of the Indenture dated April 1, 1948.

(10) The Substation at or near Yellow Creek in Wayne County, known as the Yellow Creek 44/12 KV Substation, located on land described as follows:

Beginning at a pine stake marking the South West Corner of Section 13, Township 9 North, Range 8 West, run thence South 88 degrees 25 minutes East along the south boundary line of said Section 13, Township 9 North Range 8 West a distance of 435 feet to an iron pipe which is the point of beginning: thence South 88 degrees 25 minutes East for a distance of 100 feet to an iron pipe: thence North 15 degrees 25 minutes East for a distance of 100 feet to an iron pipe, thence North 87 degrees 02 minutes West for a distance of 124 feet to an iron pipe; thence South one degree 35 minutes West for a distance of 100 feet to the point of beginning. The above described property contains 0.2538 Acres and is situated in the South West $\frac{1}{4}$ of South West $\frac{1}{4}$ Section 13, Township 9 North, Range 8 West, Wayne County, Mississippi.

(11) The Substation Site at or near Bay St. Louis in Hancock County, described as follows:

A lot or parcel of land located in the Pierre Carco Claim, Section 19, Township 8 South, Range 14 West in Hancock County, Mississippi, and described as commencing at the northeast corner of the said Pierre Carco Claim and run South 75 degrees 14 minutes West 397.9 feet to an iron pipe, for the point of beginning of the parcel of land herein conveyed, thence from said point of beginning, run south 12 degrees 54 minutes east 300 feet to an iron pipe, thence south 77 degrees 06 minutes west to an iron pipe in east boundary of the Bay St. Louis to Kiln public road, thence along said public road north 6 degrees 49 minutes east 236.8 feet, thence continue along said public road north 10 degrees 14 minutes east 84.4 feet to an iron pipe, thence north 77 degrees 06 minutes east 300 feet more or less to the point of beginning and containing 2.45 acres more or less.

(12) The Substation Site near Picayune in Hancock County, described as follows:

A lot or parcel of land located in the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 34, T. 8 S. R. 16 W. Hancock County, Mississippi, and described as beginning at a point on the North or East boundary of Highway No. 43, said point being South 852.7 feet and North 79 degrees 19 minutes East, 1547.6 feet from the Northwest corner of said Section 34, thence run South 43 degrees 28 minutes East 86 feet, thence run North 79 degrees 19 minutes East 255.1 feet, thence run North 10 degrees 41 minutes West 225 feet, thence run South 79 degrees 19 minutes West 400 feet to the

North or East boundary of said Highway No. 43, thence South 43 degrees 28 minutes East along said Highway 181.6 feet more or less to the point of beginning and containing 1.7 acres more or less.

(13) The Substation Site at or near Biloxi in Harrison County, described as follows:

A tract of land located in the Dominique Ladner Claim which is also designated as Section 22, Township 7 South, Range 9 West, as set forth in Deed Book 160, page, 627, on file in the office of the Chancery Clerk of Harrison County, Mississippi, said tract being more particularly described as follows, to-wit: Beginning at an iron pipe set on the North boundary of said claim or section at point 1776 feet S. 90°-26' E. from the Northwest corner of said claim and continuing easterly along said boundary a distance of 200 feet to an iron pipe; thence S. 0°-11' West a distance of 3499.5 feet, more or less, to an iron pipe; thence West a distance of 100 feet to an iron pipe; thence S. 0°-11' West a distance of 337.8 feet, more or less, to an iron pipe set on the Northerly line of Highway No. 55; thence Northwesterly along said line a distance of 120.8 feet, more or less, to an iron pipe; thence N. 0°-11' East 3770 feet, more or less, to the point of beginning.

(14) The Substation Site at or near Waveland in Hancock County, described as follows:

Lots number Eleven (11) and Twelve (12) of Block Eleven (11) of Green Acres Subdivision a plat of which is filed of record in the office of the Clerk of the Chancery Court of Hancock County, Mississippi.

Said lots are bounded on the East by Sycamore Street, on the South by Cedar Street, and on the West by Waveland Avenue.

IV

OTHER REAL PROPERTY

(1) A parcel of land described as follows:

Begin at the Southeast corner of Lot D of Block 17 of the Plat of the Town of Waynesboro, Mississippi, said point being the intersection of the North side of Court Street with the West side of Turner Street, thence run Southwesterly along the North side of Court Street 475 feet for a point of beginning; thence run

Northwesterly at right angles to Court Street 100 feet, thence run Southwesterly parallel to Court Street 125 feet, thence run Southeasterly parallel to Turner Street 100 feet to the North line of Court Street, thence run Northeasterly along Court Street 125 feet to the point of beginning, the above described lot being a fractional part of Lot C, Block 17 of the Town plat of Waynesboro, Wayne County, Mississippi, being the site of the Waynesboro storage yard and pole ramp.

V

ELECTRIC FRANCHISES

Lumberton	Ordinance dated August 3, 1948 adopted by the Mayor and Board of Aldermen.
Montrose	Ordinance dated October 5, 1948 adopted by the Mayor and Board of Aldermen.
Pass Christian	Ordinance dated May 4, 1948, adopted by the Mayor and Board of Aldermen.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the premises, property, franchises and rights, or any thereof, referred to in the foregoing granting clauses, with the reversion and reversions, remainder and remainders and (subject to the provisions of Article X of the Indenture) the tolls, rents, revenues, issues, earnings, income, products and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid premises, property, franchises and rights and every part and parcel thereof.

TO HAVE AND TO HOLD all said premises, property, franchises and rights hereby conveyed, assigned, pledged or mortgaged, or intended so to be, unto the Trustee, its successor or successors in trust, and their assigns forever;

BUT IN TRUST, NEVERTHELESS, with power of sale, for the equal and proportionate benefit and security of the holders of all bonds and interest coupons now or hereafter issued under the Indenture, pursuant to the provisions thereof, and for the enforcement of the payment of said bonds and coupons when payable and the performance of and

compliance with the covenants and conditions of the Indenture, without any preference, distinction or priority as to lien or otherwise of any bond or bonds over others by reason of the difference in time of the actual issue, sale or negotiation thereof or for any other reason whatsoever, except as otherwise expressly provided in the Indenture; and so that each and every bond now or hereafter issued thereunder shall have the same lien, and so that the principal of and premium, if any, and interest on every such bond shall, subject to the terms of the Indenture, be equally and proportionately secured thereby and hereby, as if it had been made, executed, delivered, sold and negotiated simultaneously with the execution and delivery of the Indenture.

AND IT IS EXPRESSLY DECLARED that all bonds issued and secured thereunder and hereunder are to be issued, authenticated and delivered, and all said premises, property, franchises and rights hereby and by the Indenture conveyed, assigned, pledged or mortgaged, or intended so to be (including all the right, title and interest of the Company in and to any and all premises, property, franchises and rights of every kind and description, real, personal and mixed, tangible and intangible, thereafter acquired by the Company and whether or not specifically described in the Indenture or in any indenture supplemental thereto, except any therein expressly excepted), are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes in the Indenture expressed.

SECTION 1. There is hereby created a series of bonds designated 3% Series due 1979, each of which shall also bear the descriptive title "First Mortgage Bond" (said bonds being sometimes herein referred to as the "bonds of the Fourth Series"), and the form thereof and of the appurtenant coupons shall be substantially as hereinbefore set forth. Bonds of the Fourth Series shall mature on April 1, 1979, and may, subject to the provisions of Section 7 hereof, be issued as coupon bonds in the denomination of \$1,000 each, registerable as to principal, or as registered bonds, or in part as coupon bonds and in part as registered bonds. Registered bonds of the Fourth Series shall be in such denominations as the Board of Directors shall approve, and execution and delivery to the Trustee for authentication shall be conclusive evidence of such approval. The serial numbers of bonds

shall be such as may be approved by any officer of the Company, the execution thereof by any such officer to be conclusive evidence of such approval. Bonds of the Fourth Series shall bear interest at the rate, until the principal thereof shall have become due and payable, of three per centum (3%) per annum, payable semi-annually on October 1 and April 1, in each year; the principal of and the premium, if any, and the interest on said bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, at the office or agency of the Company in the Borough of Manhattan, The City of New York, designated for that purpose. Coupon bonds of the Fourth Series and unregistered temporary bonds of the Fourth Series shall be dated as of April 1, 1949. Registered bonds of the Fourth Series shall be dated as set forth in Section 2.03 of the Indenture. Coupon bonds and registered bonds of the Fourth Series of like aggregate principal amount shall be interchangeable at the option of the holders. Any or all of the bonds of the Fourth Series shall be redeemable at the option of the Company, or by operation of various provisions of the Indenture, at any time and from time to time, prior to maturity, upon notice published at least once in each of four (4) consecutive calendar weeks (upon any day in each such week), the first publication to be at least thirty days and not more than forty-five days prior to the date fixed for redemption, in one daily newspaper printed in the English language and of general circulation in the Borough of Manhattan, The City of New York (provided that publication of such notice shall not be required in case all the bonds to be redeemed are registered bonds without coupons and/or coupon bonds registered as to principal and the Company or the Trustee shall have mailed, by registered mail postage prepaid, notice of redemption not less than thirty nor more than forty-five days prior to the date fixed for redemption to each registered holder of a bond to be redeemed (in whole or in part) at the last address of such holder appearing on the registry books), at the principal amount thereof and accrued interest thereon to the date fixed for redemption, together, if redeemed otherwise than by the operation of Section 2.12 or 7.07 of the Indenture and otherwise than by the use of proceeds of released property, with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below under the heading "Regular Redemption Premium", and, if redeemed by the operation

of Section 2.12 or 7.07 of the Indenture or by the use of proceeds of released property, with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below under the heading "Special Redemption Premium":

Year	Regular Redemption Premium	Special Redemption Premium
	(If redeemed prior to April 1 of the calendar year stated and subse- quent to the last day of March of the calendar year next preceding such year)	
1950.....	4 $\frac{5}{8}$ %	1 $\frac{1}{2}$ %
1951.....	4 $\frac{1}{2}$ %	1 $\frac{1}{2}$ %
1952.....	4 $\frac{3}{8}$ %	1 $\frac{1}{2}$ %
1953.....	4 $\frac{3}{8}$ %	1 $\frac{1}{2}$ %
1954.....	4 $\frac{1}{4}$ %	1 $\frac{1}{2}$ %
1955.....	4 $\frac{1}{8}$ %	1 $\frac{1}{2}$ %
1956.....	4 %	1 $\frac{1}{2}$ %
1957.....	3 $\frac{7}{8}$ %	1 $\frac{1}{2}$ %
1958.....	3 $\frac{3}{4}$ %	1 $\frac{1}{2}$ %
1959.....	3 $\frac{5}{8}$ %	1 $\frac{1}{2}$ %
1960.....	3 $\frac{1}{2}$ %	1 $\frac{1}{2}$ %
1961.....	3 $\frac{3}{8}$ %	$\frac{3}{8}$ %
1962.....	3 $\frac{1}{4}$ %	$\frac{3}{8}$ %
1963.....	3 $\frac{1}{8}$ %	$\frac{3}{8}$ %
1964.....	3 %	$\frac{3}{8}$ %
1965.....	2 $\frac{1}{4}$ %	$\frac{3}{8}$ %
1966.....	2 $\frac{1}{8}$ %	$\frac{3}{8}$ %
1967.....	2 %	$\frac{3}{8}$ %
1968.....	1 $\frac{7}{8}$ %	$\frac{3}{8}$ %
1969.....	1 $\frac{3}{4}$ %	$\frac{1}{4}$ %
1970.....	1 $\frac{5}{8}$ %	$\frac{1}{4}$ %
1971.....	1 $\frac{1}{2}$ %	$\frac{1}{4}$ %
1972.....	1 $\frac{1}{4}$ %	$\frac{1}{4}$ %
1973.....	1 $\frac{1}{8}$ %	$\frac{1}{4}$ %
1974.....	1 %	$\frac{1}{4}$ %
1975.....	$\frac{7}{8}$ %	$\frac{1}{8}$ %
1976.....	$\frac{3}{4}$ %	$\frac{1}{8}$ %

and without premium in either case if redeemed on or after April 1, 1976.

The holder of any coupon bond of the Fourth Series may have the ownership thereof registered as to principal at the principal office of the Trustee, in the Borough of Manhattan, The City of New York, and such registration noted on such bond. After such registration no transfer of said bond shall be valid unless made at said office by the registered owner in person or by his duly authorized attorney and similarly noted on such bond; but the same may be discharged from registry by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons appertaining to such bonds, but every such coupon shall continue to be transferable by delivery and shall remain payable to bearer. Registered bonds of the Fourth Series may be transferred at the principal office of the Trustee, in the Borough of Manhattan, The City of New York.

SECTION 2. The Company covenants and agrees that the provisions of Section 2.12 of the Indenture and of Section 3 of the Supplemental Indenture dated as of August 1, 1947, which are to remain in effect so long as any bonds of the First, Second or Third Series shall be outstanding under the Indenture, shall remain in full force and effect so long as any bonds of the First, Second, Third or Fourth Series shall be outstanding under the Indenture.

SECTION 3. Paragraph (3) of subsection (a) of Section 8.04 of the Indenture is hereby amended to read as follows:

“(3) the amount, interest rate and maturity date of all other indebtedness owing by the Company, or by any other obligor on the bonds, to the Trustee in its individual capacity on the date of such report, with a brief description of any property held as collateral security therefor, except an indebtedness based upon a creditor relationship arising in any manner described in paragraph (2), (3), (4) or (6) of subsection (b) of Section 16.15;”.

SECTION 4. The first paragraph of Section 11.11 of the Indenture is hereby amended to read as follows:

"SECTION 11.11. In case default shall be made in the payment of any installment of interest on any bond issued hereunder when and as such interest shall become due and payable, and any such default shall continue for a period of sixty (60) days, or in case default shall be made in the payment of the principal or premium, if any, of any such bond when and as the same shall become due and payable, whether at the maturity of said bond or pursuant to notice of redemption or by declaration, as authorized by this Indenture, or by a sale of the mortgaged and pledged property, as hereinbefore provided, or otherwise, then, upon demand of the Trustee, the Company will pay to the Trustee, for the benefit of the holders of the bonds and interest coupons or claims for interest hereby secured then outstanding, the principal of all such bonds then due and payable, together with any premium due thereon, and the whole amount then due and payable for interest on such bonds, with interest upon the overdue principal, premium, if any, and installments of interest, to the extent permitted by law, at the rate of six per centum (6%) per annum, and, in case the Company shall fail to pay the same forthwith upon such demand, the Trustee, in its own name and as trustee of an express trust, shall be entitled to recover judgment against the Company or any other obligor on the bonds for the whole amount of such principal, premium, and interest remaining unpaid, as well as judgment for any sums that may be payable hereunder for fees, charges, expenses and liabilities (incurred without negligence or bad faith on the part of the Trustee) of the Trustee hereunder and of the holders of the bonds. The Trustee is hereby irrevocably appointed (and the successive respective holders of bonds and interest coupons issued hereunder, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee) the true and lawful attorney-in-fact of the respective holders of the bonds and interest coupons issued hereunder, with authority to make or file, irrespective of whether the bonds or any of them are in default as to payment of principal, premium or interest, or whether the Trustee shall have made any demand for payment, in the respective names of the holders of the bonds or interest coupons, or in behalf of all holders of the bonds or

interest coupons as a class, such proofs of claim and other papers or documents, to receive payment of any sums becoming distributable on account thereof, and to execute any other papers and documents and to do and perform any and all acts and things for and in behalf of the respective holders of the bonds or interest coupons, or in behalf of all such holders as a class, as may be necessary or advisable in order to have the respective claims of the Trustee and of the holders of the bonds or interest coupons against the Company or any other obligor on the bonds allowed in any equity receivership, insolvency, liquidation, bankruptcy, reorganization, readjustment, arrangement, composition or other judicial proceedings relative to the Company or any other obligor on the bonds or the creditors or property of the Company or any such obligor, and to receive payment of or on account of such claims; and any receiver, assignee, trustee, conservator or similar appointee is hereby authorized by each of the bondholders to make such payments to the Trustee, and, in the event that the Trustee shall consent to the making of such payments directly to the bondholders, to pay to the Trustee any amount due it for compensation and expenses, including counsel fees, incurred by it up to the date of such distribution. Provided, however, that the Trustee shall not take, and shall be without power or authority to take, any action under any provision of this Section which will in any manner or to any extent affect or impair the lien of this Indenture upon the mortgaged and pledged property, or any part thereof, or any rights, powers or remedies of the Trustee or of the holders of the bonds hereby secured."

The third paragraph of Section 11.11 of the Indenture is hereby amended to read as follows:

"In case of any receivership, insolvency, bankruptcy, reorganization, readjustment, arrangement, composition or other judicial proceedings affecting the Company or its property or any other obligor on the bonds or its property, the Trustee shall have power to intervene in such proceedings and take any action therein that may be permitted by the court and shall

(except as may be otherwise provided by law) be entitled to file and prove a claim for the entire amount due and payable by the Company or such other obligor under this Indenture at the date of the institution of such proceedings and for any additional amount which may become due and payable by the Company or such other obligor hereunder after such date, without regard to or deduction for any amount which may have been or which may thereafter be received, collected or realized by the Trustee from or out of the mortgaged and pledged property, or any part thereof or from or out of the proceeds thereof or any part thereof."

SECTION 5. As supplemented and amended by this Supplemental Indenture, the Indenture, as heretofore supplemented and amended, is in all respects ratified and confirmed, and the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 6. Nothing in this Supplemental Indenture contained shall, or shall be construed to, confer upon any person other than a holder of bonds issued under the Indenture, the Company and the Trustee any right or interest to avail himself of any benefit under any provision of the Indenture, as heretofore supplemented and amended, or of this Supplemental Indenture.

SECTION 7. The beneficiaries under this Supplemental Indenture are the holders and owners from time to time of the bonds outstanding under the Indenture, as heretofore supplemented and amended and as supplemented and amended in accordance with the provisions thereof, the initial issue of all bonds of each series heretofore issued under the Indenture having consisted in the first instance of bonds all of which were payable to bearer and the initial issue of bonds of the Fourth Series herein provided for consisting in the first instance of bonds all of which are payable to bearer.

SECTION 8. This Supplemental Indenture may be simultaneously executed in several counterparts and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, said Mississippi Power Company has caused this Supplemental Indenture to be executed in its corporate name by its President or one of its Vice-Presidents and its corporate seal to be hereunto affixed and to be attested by its Secretary or one of its Assistant Secretaries, and said Guaranty Trust Company of New York, to evidence its acceptance hereof, has caused this Supplemental Indenture to be executed in its corporate name by one of its Vice-Presidents and its corporate seal to be hereunto affixed and to be attested by one of its Assistant Secretaries, in several counterparts, all as of the day and year first above written.

MISSISSIPPI POWER COMPANY,

(CORPORATE SEAL)

By L. P. SWEATT

Attest:

President.

S. A. DAWLEY

Assistant Secretary.

Signed, sealed and delivered this 12th day of April, 1949 by Mississippi Power Company in the County of New York, State of New York, in the presence of

A. W. BOWMAN

C. J. WIEBOLDT

GUARANTY TRUST COMPANY OF NEW YORK,

(CORPORATE SEAL)

By ARTHUR E. BURKE

Attest:

Vice-President.

J. C. BUTTERY

Assistant Secretary.

Signed, sealed and delivered this 14th day of April, 1949 by Guaranty Trust Company of New York, in the County of New York, State of New York, in the presence of

E. CONLON

F. J. MURPHY

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

Personally appeared before me, the undersigned authority in and for the aforesaid state and county, L. P. SWEATT as President, and S. A. DAWLEY as Assistant Secretary, of MISSISSIPPI POWER COMPANY, who acknowledged that they signed, attached the corporate seal of the corporation thereto, and delivered the foregoing instrument on the day and year therein stated, by the authority of and as the act and deed of the corporation.

Given under my hand and official seal this 12th day of April, 1949.

WYMAN S. BARRON

(NOTARIAL SEAL)

WYMAN S. BARRON
NOTARY PUBLIC, State of New York
No. 41-0173900
Qual. in Queens County, Cert. Filed
with New York Co. Clerk and Register
Term expires March 30, 1951

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 12th day of April, in the year one thousand nine hundred and forty-nine, before me personally came L. P. SWEATT, to me known, who being by me duly sworn, did depose and say that he resides at No. 320 East Beach, Gulfport, Mississippi; that he is the President of MISSISSIPPI POWER COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

WYMAN S. BARRON

(NOTARIAL SEAL)

WYMAN S. BARRON
NOTARY PUBLIC, State of New York
No. 41-0173900
Qual. in Queens County, Cert. Filed
with New York Co. Clerk and Register
Term expires March 30, 1951

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

Personally appeared before me, the undersigned authority in and for the aforesaid state and county, ARTHUR E. BURKE as Vice-President, and J. C. BUTTERY, as Assistant Secretary, of GUARANTY TRUST COMPANY OF NEW YORK, who acknowledged that they signed, attached the corporate seal of the corporation thereto, and delivered the foregoing instrument on the day and year therein stated, by the authority of and as the act and deed of the corporation.

Given under my hand and official seal this 14th day of April, 1949.

WM. J. BURNHAM

(NOTARIAL SEAL)

WM. J. BURNHAM
Notary Public, State of New York
Originally qualified in Westchester County
Certificate filed in New York County
N. Y. Co. Clk's No. 1144, Reg. No. 543-B-0
Commission Expires March 30, 1950

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 14th day of April, in the year one thousand nine hundred and forty-nine, before me personally came ARTHUR E. BURKE, to me known, who being by me duly sworn, did depose and say that he resides at 565 Park Avenue, New York, N. Y.; that he is a Vice-President of GUARANTY TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so fixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

WM. J. BURNHAM

(NOTARIAL SEAL)

WM. J. BURNHAM
Notary Public, State of New York
Originally qualified in Westchester County
Certificate filed in New York County
N. Y. Co. Clk's No. 1144, Reg. No. 543-B-0
Commission Expires March 30, 1950

Recording Data

	<u>Date Filed</u>	<u>Real Estate Record</u>		<u>Chattel Record</u>	
	<u>(both records)</u>	<u>Book</u>	<u>Page</u>	<u>Book</u>	<u>Page</u>
Recorded in the Offices of Clerks of the Chancery Courts of the Following Counties in Mississippi:					
Clarke	5- 2-49	29	611 et. seq.	95	219 et. seq.
Covington	4-27-49	154	221-229	155	331-345
Forrest	4-26-49	109	379-392	30	1-16
George	4-26-49	15	570-588	26	547-565
Greene	4-26-49	Q-1	247-262	27	298-313
Hancock	4-27-49	H-0	271-286	23	105-120
Harrison	5- 4-49	165	45-59	112	327-341
Jackson	4-27-49	106	239-254	26	370-383
Jasper—First District	4-27-49	10	9-23	21	35-49
Jasper—Second District..	4-25-49	18	548-564	40	1-17
Jefferson Davis	4-27-49	147	430	151	129
Jones—First District	4-26-49	X	206-220	A-21	49-64
Jones—Second District ..	4-25-49	65	5-19	27	295-309
Lamar	4-27-49	41	305	44	242
Lauderdale	4-28-49	326	245	99	456
Leake	5- 4-49	GL	168	FQ	301
Marion	4-27-49	224	501	252	300
Neshoba	5- 4-49	133	235	132	237
Newton	5- 4-49	48	584-593	102	344-353
Pearl River	4-27-49	42	89-117	54	393-421
Perry	4-26-49	23	254-270	GG	346-362
Scott	5- 3-49	140	526 et. seq.	142	299 et. seq.
Smith	4-25-49	152	68-82	147	215-229
Stone	4-27-49	11	264-277	16	52-65
Wayne	4-25-49*	131	181-195	123	395-409

* Filed 5-3-49 in chattel record.